IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL & LACY WEST,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. CJ-2025-135
	)	
STATE FARM FIRE & CASUALTY COMPANY; & NANCY HOLCOMB INSURANCE AGENCY, INC.,	)	
	)	
Defendants.	)	

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S MOTION FOR EXTENSION OF TIME TO COMPLY WITH THE COURT'S AUGUST 20, 2026 ORDER AS TO RE-DESIGNATION OF DOCUMENTS AND REQUEST FOR EXPEDITED CONSIDERATION

Defendant State Farm Fire and Casualty Company ("State Farm") respectfully seeks a 30-day extension of the September 21, 2026 deadline set by the Court's August 20, 2026 Order (the "Order," Ex. 1) to (1) review and re-designate as "Confidential" documents, or portions of documents, that State Farm has determined in good faith fall within one of the three categories defined in Paragraph 3 of the Protective Order and (2) identify the applicable category from Paragraph 3 of the Protective Order for each such document, implementing the Court's guidance and direction from the Order.

State Farm is reviewing and making determinations about the universe of documents subject to the Court's Order, but the volume of materials, the resources required to complete the review, and the press of other case-related tasks in this case and others Plaintiffs' counsel has brought against State Farm make full compliance with the September 21, 2026 deadline unattainable. As the attached declaration of Alicia Champagne, Senior Review Manager at Consilio LLC, demonstrates, compliance with this Order requires (1) assembling a team of reviewers and developing review protocol that aligns with the Court's Order; (2) training that team on State Farm's best effort to implement the Court's Order; (3) an estimated 1,598 hours of managed first-level review; (4) quality control review of the first-level review to ensure compliance; (5) potential discussions and consultations between State Farm and State Farm's counsel regarding complex documents; and (6) coordination between the first-level reviewers, the quality control reviewers, and State Farm to ensure consistent and proper application of this Court's Order. Champagne Decl., at ¶ 7, Ex. 2. Additionally, State Farm is concurrently responding to at least 10 other discovery orders in cases Plaintiffs' counsel has brought against State Farm, which involve ongoing review of well over a million more documents (on top of the hundreds of thousands of documents already reviewed and produced) and over 100 attorneys involved in the process, *id.* at ¶ 4, which has limited State Farm's resources for this project, though it is devoting substantial resources in an effort to comply.

This requested extension does not prejudice Plaintiffs because it in no way impedes their ability to prosecute this case. The Court has already ruled on Plaintiffs' confidentiality challenges as to specific documents, and Plaintiffs gratuitously filed all of the de-designated documents in the public record as attachments to a brief about consolidating depositions, the day after this Court entered its Order. If they desire to use other documents that are presently designated "Confidential" for some public purpose, they may confer with State Farm, who can assess and provide its position quickly as to any specific document. If State Farm advises that confidentiality will be maintained, Plaintiffs can follow the sealing procedure set forth in the Protective Order, as this Court's August 20 Order contemplates. Thus, the additional time State Farm has requested to properly complete this ordered re-review neither slows down the case nor prejudices Plaintiffs.

While State Farm intends to comply with the Order on a rolling basis, a 30-day extension is necessary to allow State Farm a reasonable opportunity to fully comply with the Court's Order. Counsel for State Farm has conferred with counsel for Plaintiffs in good faith regarding the relief requested in this motion, and counsel for Plaintiffs stated that Plaintiffs oppose this motion.

I. BACKGROUND

A. Factual and Procedural Background.

The factual background for this dispute over the scope of damage to Plaintiffs' roof appears in earlier briefing, and State Farm does not repeat it here.

In discovery, State Farm immediately produced all claim specific documents, including Plaintiffs' Policy and relevant Claim File, as well as the applicable underwriting data on the house. It also produced additional information upon entry of the Protective Order, including underwriting guidelines in effect when the Policy issued, training materials, and performance evaluations for the claim handlers involved in Plaintiffs' claim. Moreover, in compliance wih the Court's April 22, 2026 Order on Plaintiffs' First Motion to Compel, State Farm has produced approximately 800,000 documents, including, *inter alia*, (a) voluminous claims training materials; (b) agency training materials; (c) information regarding the Fire Model Enhancement ("FME") and other "wind/hail initiatives," including, as described by Plaintiffs, purported tracking of roof replacements, indemnity savings, and payment volumes and similarly-described initiatives; (d) documents and communications relating to managerial approval requirements for full roof replacements covering a period of six years; (e) documents previously produced or ordered in six unrelated lawsuits; and (f) emails or other correspondence to or from Nicole Manduca, Sharon Arnold, Tom Moss, and Susan Maynard about the FME and various metrics relating to roof replacements. A portion of these materials are reproductions from cases subject to protective orders and confidentiality agreements.

On August 20, 2026, the Court entered the Order on Plaintiffs' Motion to De-Designate Documents Produced, in which Plaintiffs had sought an order setting aside the Protective Order and had specifically challenged the confidentiality of 54 documents. The Court did not set aside the Protective Order, but determined that some of the challenged documents did not contain protected information as outlined in the Protective Order. Order, at 8. The Court further ordered that:

> Within thirty (30) days of the date of this Order, State Farm shall review its production and re-designate as "Confidential" only those documents, or portions of documents, that it has determined in good faith fall within one of the three categories defined in Paragraph 3 of the Protective Order. For each document or reasonably defined category of documents it redesignates, State Farm shall identify the applicable Paragraph 3 category.

Regarding documents subject to other courts' orders, the Court found that "State Farm shall separately identify any documents it contends remain confidential solely by reason of a protective order or settlement agreement entered in other litigation." *Id.* at 9.

Due to the time and costs involved in complying with the Court's Order, State Farm requests an extension of time to comply.

B. State Farm's Re-Review of Documents.

As set forth in the attached declaration of Alicia Champagne, State Farm must manually re-review at least approximately 55,913 documents to comply with the Court's Order. Champagne Decl., at ¶ 6, Ex. 2. Given the time required for State Farm to assemble the review team, train the team on updated review protocols, perform the review, and ensure quality control of the review—while simultaneously undertaking numerous additional review workflows in other cases involving Plaintiffs' counsel—State Farm cannot properly complete the ordered re-review in 30 days.

II. ARGUMENT AND AUTHORITIES

A. Legal Standard.

Oklahoma district courts possess broad authority to manage their dockets and pretrial proceedings. *See Marshall v. Allstate Ins. Co.*, 1990 OK CIV APP 100, ¶ 9, 805 P.2d 689, 691. Consistent with that authority, Oklahoma law expressly authorizes the Court to extend deadlines established by court order and modify scheduling orders. Pursuant to 12 O.S. § 2006(B), when an act is required to be done within a specified time by order of the Court, "the court for cause shown may at any time in its discretion . . . [w]ith or without motion or notice order the period enlarged if request therefor is made before the expiration of the period originally prescribed or as extended by a previous order." Also consistent with that authority, a scheduling order may be modified upon written motion, for good cause shown, and by order of the Court before the scheduled dates. *See*

Okla. Dist. Ct. R. 5(C). The governing "cause" requirement is satisfied where the moving party demonstrates that the deadline cannot reasonably be met despite diligent efforts. In applying that standard, Oklahoma courts may look to federal decisions interpreting analogous scheduling rules.[1]

Under the Tenth Circuit's formulation, good cause requires a showing that deadlines cannot be met despite the movant's diligent efforts. *Gorsuch, Ltd., B.C. v. Wells Fargo Nat'l Bank Ass'n*, 771 F.3d 1230, 1240 (10th Cir. 2014); *see also Mengert v. United States*, 120 F.4th 696, 717 (10th Cir. 2024). Courts also recognize that scheduling orders can materially affect the outcome of litigation and should not be applied with undue inflexibility. *Reunion Inv. Ltd., LLC v. Hartford Cas. Ins. Co.*, No. 14-CV-0237-CVE-TLW, 2014 WL 6606634, at *4 (N.D. Okla. Nov. 19, 2014). Thus, when developments outside a party's control materially impede the parties' ability to complete discovery and prepare the case within the existing schedule, modification is appropriate to ensure the case proceeds on a full and fair record.

This Court also has authority to revise the Order because it is a pretrial discovery order, not a final adjudication of any claim, defense, or issue of liability. It is therefore interlocutory and remains "subject to revision at any time before the final judgment . . . is filed with the court clerk." 12 O.S. § 994. Likewise, the Oklahoma Supreme Court has recognized that "[a] trial court's discretion to modify one of its interlocutory orders anterior to judgment is within the court's complete control." *Andrew v. Depani-Sparkes*, 2017 OK 42, ¶ 17, 396 P.3d 210, 218 (quoting *LCR, Inc. v. Linwood Props.*, 1996 OK 73, ¶ 22, 918 P.2d 1388, 1393).

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[1] Oklahoma courts can look to federal authority when interpreting analogous procedural rules. *See State ex rel. Protective Health Servs. v. Billings Fairchild Ctr., Inc.*, 2007 OK CIV APP 24, ¶ 18, 158 P.3d 484, 489 ("The Oklahoma Discovery Code closely tracks the Federal Rules of Civil Procedure."); *see also Marshall v. Allstate Ins. Co.*, 1990 OK CIV APP 100, ¶ 9, 805 P.2d 689, 691 (looking to federal authority when interpreting Oklahoma procedural rules modeled after the Federal Rules of Civil Procedure).

B. There Is Good Cause For the Requested Extension.

As evidenced by the attached declaration of Alica Champagne, good cause exists for an extension of the Order's 30-day deadline. Complying with the Order will require an estimated 1,598 hours of managed first-level review, in addition to hours dedicated to training the review team, quality control reviews, coordination among those involved to ensure compliance, and production. Champagne Decl., at ¶ 7, Ex. 2. State Farm cannot complete this voluminous and time-consuming review before September 21, 2026, especially considering the additional production obligations and deadlines State Farm is facing in this and other cases, including other cases Plaintiffs' counsel has brought against State Farm. As noted in the Champagne Declaration, State Farm's vendor is hosting over a million documents that still require review for potential production in various Oklahoma cases involving State Farm—on top of hundreds of thousands of documents State Farm has already reviewed and produced in those cases—and has engaged a review team of over 100 attorneys to assist with such reviews. Champagne Decl., at ¶ 4, Ex. 2. These ongoing obligations strain State Farm and its vendor's resources such that State Farm needs additional time to complete the confidentiality re-review.

The requested 30-day extension is limited in duration and will not prejudice Plaintiffs, as the presence or absence of confidentiality designations does not have any direct impact on the advancement of the case. As set forth in the Court's Protective Order, confidentiality designations do not in any way impede Plaintiffs' use of confidential documents in this litigation. Protective Order, ¶ 5. Moreover, as the Court recognized in its Order, confidentiality designations are independent of the Court's sealing determinations. Order, at 9, Ex. 1. Thus, Plaintiffs remain free to use State Farm confidential materials in accord with the Protective Order in this matter while the re-review is ongoing. Further, as noted above, Plaintiffs may follow the procedures set forth in the Protective Order if they desire to use other documents that are presently designated confidential.

Good cause therefore exists for a 30-day extension of the Order's September 21, 2026 deadline.

C. The Court's Order Should be Stayed Pending Resolution of This Motion.

State Farm respectfully requests that the Court stay the portion of its August 20, 2026 Order setting State Farm's re-designation deadline pending resolution of this Motion. This Court may issue "for good cause shown ... any order which justice requires to protect a party or person" from "oppression or undue delay, burden or expense," including "that the discovery not be had" or "that the discovery may be had only on specified terms and conditions[.]" 12 O.S. § 3226(C)(1). Here, complying with the Court's Order by the 30-day deadline is not only unduly burdensome; it is unattainable for the reasons set forth above. Thus, there is good cause to stay the Court's Order until this Motion for extension is resolved.

III. CONCLUSION

For the foregoing reasons, State Farm respectfully requests that the Court extend by 30 days the deadline for State Farm to comply with the Court's August 20, 2026 Order.

Respectfully submitted,

Paige A. Masters

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ATTORNEYS FOR DEFENDANTS STATE FARM FIRE AND CASUALTY COMPANY AND NANCY HOLCOMB INS. AGENCY, INC.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing was served by U.S. Mail, postage prepaid, this 3rd day of September, 2026, to:

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Exhibit 1

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA
Comanche County
FILED in the
Office of the Court Clerk

AUG 20 2026

By KM
Deputy

NEIL & LACY WEST, **Plaintiffs.**	)	
v.	)	**Case No. CJ-2025-135**
STATE FARM FIRE & CASUALTY, & NANCY HOLCOMB INSURANCE AGENCY, INC **Defendants.**	)	

COURT ORDER ON PLAINTIFFS' VARIOUS MOTIONS FILED ON JULY 7th, 2026

NOW on this 20th day of August, 2026 the Court, after hearing argument from counsel and reviewing all of the relevant pleadings **GRANTS IN PART** the Plaintiffs' Motion to Strike State Farm's blanket Confidentiality Assertion; **GRANTS IN PART** Plaintiffs' Motion to De-Designate Documents Produced and **DENIES** the Motion to Lift the Protective Order, subject to the conditions set forth below.

FINDINGS OF FACT

1. On May 21, 2026, the Court entered the Protective Order governing the treatment of confidential material produced in discovery in this action.

2. The Protective Order permits a party to designate material "Confidential" only "after a bona fide determination made in good faith that the material is in fact trade secret or other confidential information as defined in paragraph 3."

3. Paragraph 3 of the Protective Order limits "Confidential" information to three enumerated categories: (a) "trade secret," which "shall have the same meaning as in 78 O.S. §86(4)"; (b) "confidential research, development or commercial information," meaning "information that is maintained in secrecy from third parties and which a party in good faith believes would result in substantial competitive harm if publicly disclosed"; and (c)

"personal confidential information," meaning "a person's social security number, medical records, bank records, personnel records and tax information."

4. Paragraph 3(a)(ii) of the Protective Order expressly provides that "trade secret' shall explicitly not include any aspects of the handling of Plaintiffs' claim as first-party insureds, including but not limited to attempts to lower indemnity payments on Plaintiffs' claim, including the total roof replacement requested, and anything regarding denying or partially denying Plaintiffs' claim."

5. Paragraph 4 of the Protective Order establishes the procedure for challenging a designation and allocates the burden of proof. It provides that a designation shall not "create a presumption the document is, in fact, confidential or a trade secret entitled to protection," and that "[t]the burden of establishing that a document or testimony contains trade secret or personal confidential information and is entitled to the protection of this Protective Order shall remain on the party making the designation."

6. In response to the Court's order granting Plaintiffs' motion to compel, State Farm produced a large volume of documents. Plaintiffs represent that the production exceeds 800,000 pages and that State Farm designated every page "Confidential." State Farm represents that it produced "nearly 800,000 documents (millions of pages)," that it "has not designated all documents confidential," and that over 600,000 of the produced documents were reproduced from other litigation in which they are subject to confidentiality provisions of settlement agreements and/or protective orders entered by other courts. State Farm contends that not all documents turned over in discovery were labeled "confidential".

7. Plaintiffs objected to State Farm's designations, and State Farm declined to withdraw them. The parties disagree as to whether or not the "challenge" procedure outlined in paragraph 4 of the Protective Order has been complied with. Regardless, the parties have failed to resolve the dispute informally.

8. The documents Plaintiffs specifically identify as improperly designated concern State Farm's internal "FME" and "Wind/Hail" initiatives, tracking of roof replacements and indemnity savings, and managerial-approval requirements for full roof replacements.

CONCLUSIONS OF LAW

A. Governing standard and allocation of the burden

9. A protective order in Oklahoma issues under 12 O.S. §3226(C)(1), which authorizes the Court, "for good cause shown," to enter an order protecting a party "from annoyance, harassment, embarrassment, oppression or undue delay, burden or expense," including an order "that a trade secret or other confidential research, development or commercial information not be disclosed or be disclosed only in a designated way." **(Okla. Stat. Ann. tit. 12, § 3226)**

10. The Oklahoma Supreme Court has held that §3226(C) shifts the burden of showing 'good cause' to the party who opposes discovery. (**YWCA of Oklahoma City v. Melson, 1997 OK 81, 944 P.2d 304**) The burden of showing good cause "is statutorily placed on the party objecting to discovery and is part of that party's motion for a protective order." (**Crest Infiniti, II, LP v. Swinton, 2007 OK 77, 174 P.3d 996**) The Protective Order codifies this same allocation: designation creates no presumption of confidentiality, and

the burden of establishing that material is entitled to protection "shall remain on the party making the designation."

11. A party does not carry that burden with conclusory or blanket assertions. In (**Crest Infiniti, II, LP v. Swinton, 2007 OK 77, 174 P.3d 996**), the Oklahoma Supreme Court held that "blanket statements" were insufficient and that the party seeking protection "must show more than these blanket statements to satisfy their burden for a protective order." (**Crest Infiniti, II, LP v. Swinton, 2007 OK 77, 174 P.3d 996**)

B. Blanket designations.

12. Plaintiffs have raised the issue as to State Farm's blanket confidentiality designations. Under both Oklahoma law and Paragraph 4 of the Protective Order, the burden now rests on State Farm to justify, on a document or category basis, the confidentiality of the material it has designated. A designation applied uniformly to every page of the production, without regard to content, does not satisfy that burden.

C. Trade secret and confidential commercial information

13. The Protective Order adopts the statutory definition of "trade secret" in 78 O.S. §86(4): information that "derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use," and "is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (**Okla. Stat. Ann. tit. 78, § 86**)

14. Under Oklahoma law, protectable trade secrets and confidential information "must be the particular secrets of the [proprietor] as distinguished from the general secrets of the

trade," must possess "a substantial element of secrecy," and must "contain elements which are unique and, not generally known or used in the trade." (**Cent. Plastics Co. v. Goodson, 1975 OK 71, 537 P.2d 330**) "Matters of public knowledge in an industry cannot be appropriated by one as [its] secret." (**Cent. Plastics Co. v. Goodson, 1975 OK 71, 537 P.2d 330**) Applying §86(4), the Tenth-Circuit has confirmed that the proponent must show the information is not readily ascertainable and provide evidence that it "conferred some type of competitive advantage or economic value"; generalized and conclusory evidence will not suffice. (**Double Eagle Alloys, Inc. v. Hooper, 134 F.4th 1078 (10th Cir. 2025)**)

15. To restrict disclosure of trade secret or "other confidential research, development, or commercial information," the proponent "must 'first establish that the information sought is a trade secret [or other confidential research, development, or commercial information]' and then 'demonstrate that its disclosure might be harmful," by "a particular and specific demonstration of fact, as distinguished from stereotyped and conclusory statements." (**Video Gaming Techs., Inc. v. Castle Hill Studios LLC, No. 17-CV-454-GKF-JFJ, 2019 WL 2514705 (N.D. Okla. June 18, 2019)**)

16. An insurer's internal claims-handling policies, procedures, and business strategies are not automatically protectable. Internal corporate documents do not automatically merit protective orders, and a protective order does not exist to prevent "negative publicity" or reputational injury; such material qualifies as confidential commercial information only when the proponent couples it with a particularized showing of competitive harm. (**Video Gaming Techs., Inc. v. Castle Hill Studios LLC, No. 17-CV-454-GKF-JFJ, 2019 WL 2514705 (N.D. Okla. June 18, 2019)**)

17. Independent of these authorities, Paragraph 3(a)(ii) of the Protective Order removes from the "trade secret" category any aspects of the handling of Plaintiffs' claim as first-party insureds, including attempts to lower indemnity payments on Plaintiffs' claim, the total roof replacement requested, and anything regarding denying or partially denying Plaintiffs' claim. Documents falling within Paragraph 3(a)(ii) are, by the terms the parties agreed to, not trade secrets and may not be designated Confidential on that basis.

D. Confidentiality of discovery is distinct from sealing of court records.

18. The Court agrees with State Farm that the standard governing confidentiality designations of discovery material differs from the standard governing the sealing of records filed with the Court. Under Oklahoma law, "discovery documents produced in private litigation are not public records and would not, under the Open Records Act, otherwise be available for public inspection and copying, unless the documents are filed of record or admitted into evidence." (**Good v. Farmers Ins. Co., 2023 OK CIV APP 28, 536 P.3d 961**)

19. When material is filed with the Court, however, it becomes subject to the presumption of public access, and sealing is governed by the Oklahoma Open Records Act. (**Mitchell v. Mitchell, 2021 OK CIV APP 17, 491 P.3d 759**) Court records are public unless a statute requires confidentiality, and the Court "may seal a record or portion of a record only if a compelling privacy interest exists which outweighs the public's interest in the record." A sealing order must be public and must (1) make findings of fact, (2) state conclusions of law specific enough to reveal the legal basis for sealing, (3) use "the least restrictive means for achieving confidentiality," and (4) be "narrowly tailored so that only the portions of the record subject to confidentiality are sealed and the remainder of the record

is kept open." (**Okla. Stat. Ann. tit. 51, § 24A.30**) Any order removing material from the public record must also contain a statement that removal "is necessary in the interests of justice" and a "specific identification of the material" withheld. (**Okla. Stat. Ann. tit. 51, § 24A.29**) Strict compliance with these requirements "is mandatory in all cases." (**Good v. Farmers Ins. Co., 2023 OK CIV APP 28, 536 P.3d 961**) The "interests of justice" finding is "a very high standard for good reason and is required in every case," and speculative harm will not support closure. (**Good v. Farmers Ins. Co., 2023 OK CIV APP 28, 536 P.3d 961**; **Nichols v. Jackson, 2001 OK CR 35, 38 P.3d 228**)

20. This distinction cuts both ways. It defeats Plaintiffs' contention that the presumption of public access to court records, standing alone, requires the wholesale de-designation of unfiled discovery. It equally defeats State Farm's suggestion that the good-faith designation standard excuses it from justifying challenged designations: the challenge procedure in Paragraph 4 and 12 O.S. §3226(C), not the sealing statutes, supply the standard, and under that standard the burden of justification remains on State Farm. (**YWCA of Oklahoma City v. Melson, 1997 OK 81, 944 P.2d 304**)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that State Farm's blanket designation of its entire production as "Confidential" is STRICKEN. A uniform, undifferentiated designation applied to every page of the production does not reflect the "bona fide determination made in good faith" that Paragraph 1 of the Protective Order requires, and it does not satisfy State Farm's burden under 12 O.S. §3226(C) and Paragraph 4 of the Protective Order. (**YWCA of Oklahoma City v. Melson, 1997 OK 81, 944 P.2d 304**; **State ex rel. Oklahoma State Bd. of Med. Licensure & Supervision v. Rivero, 2021 OK 31, 489 P.3d 36**.

Further, the Court finds that Exhibit numbers: **2-7, 9, 11, 12, 14-16, 24, 26-38, 40-42 and 44-45** identified in Plaintiff's Reply, filed on August 6th, 2026 shall be de-designated and removed from the protective order as the exhibits identified above do not contain any protected information as outlined in the protective order. Further, the exhibits listed above shall be treated like normal documents exchanged in the course of discovery.

Re-designation on a particularized basis. Within thirty (30) days of the date of this Order, State Farm shall review its production and re-designate as "Confidential" only those documents, or portions of documents, that it has determined in good faith fall within one of the three categories defined in Paragraph 3 of the Protective Order. For each document or reasonably defined category of documents it re-designates, State Farm shall identify the applicable Paragraph 3 category. Any document not re-designated within that period shall no longer be subject to the Protective Order and is DE-DESIGNATED, consistent with Paragraph 4 of the Protective Order.

First-party claim-handling materials. Consistent with Paragraph 3(a)(ii) of the Protective Order, any document concerning the handling of Plaintiffs' own claim as first-party insureds — including attempts to lower indemnity payments on Plaintiffs' claim, the total roof replacement requested, and the denial or partial denial of Plaintiffs' claim — may not be designated "Confidential" as a "trade secret" and is DE-DESIGNATED to the extent so designated on that basis.

Burden on any maintained designation. For any designation State Farm maintains and Plaintiffs continue to challenge, State Farm bears the burden of establishing, by a particular and specific demonstration of fact, that the material falls within a Paragraph 3 category and that its disclosure would cause a cognizable competitive or other legally protectable harm.

Documents subject to other courts' orders. In its re-designation, State Farm shall separately identify any documents it contends remain confidential solely by reason of a protective order or settlement agreement entered in other litigation. The de-designation directed by this Order does not, of its own force, disturb a confidentiality obligation independently imposed by another court; any dispute regarding such documents shall be addressed under the Paragraph 4 procedure with reference to the terms and jurisdiction of the order said to govern them.

Meet and confer/further challenges. The parties *SHALL MEET AND CONFER IN PERSON AND IN GOOD FAITH* regarding any designations that remain in dispute following State Farm's re-designation, in accordance with Paragraph 4 of the Protective Order. Any designation the parties cannot resolve shall be submitted to the Court for determination, at which time the burden of justifying the designation shall rest on State Farm. The Court further admonishes the parties that future discovery disputes could result in attorney fees, sanctions or the appointment of a discovery master.

The Protective Order remains in effect. Plaintiffs' request to lift or dissolve the Protective Order in its entirety is DENIED. The Protective Order was entered on the parties' agreement and provides an orderly mechanism, in Paragraph 4, for resolving the very dispute presented here; the appropriate remedy for over-designation is application of that mechanism and the de-designation directed above, not wholesale dissolution. Except as modified by this Order, the Protective Order remains in full force and effect.

Sealing of court records. Plaintiffs' request for a prospective order prohibiting all future under-seal filings absent a particularized showing of harm is DENIED. Nothing in this Order relieves any party of the obligation to satisfy 51 O.S. §§24A.29 and 24A.30 before any material is filed under seal or removed from the public record. Any request to seal a filed record shall be made by motion, shall be evaluated on a case-by-case basis under the compelling-privacy-interest standard, and shall be granted only upon the findings of fact, conclusions of law, least-restrictive-means, and narrow-tailoring requirements those statutes impose. (**Good v. Farmers Ins. Co., 2023 OK CIV APP 28, 536 P.3d 961**)

IT IS SO ORDERED this 20th day of August, 2026.

JUDGE OF THE DISTRICT COURT

CLERK TO MAIL A COPY OF THIS ORDER TO ALL PARTIES AND FILE A CERTIFICATE OF MAILING

I, ROBERT MORALES, District Court Clerk in and for Comanche County, Oklahoma, hereby certify that the foregoing is a true, correct, and complete copy of the instrument herewith set out as appears of record in the Court Clerk's office of Comanche County, Oklahoma, This 20 day of August 20 26
ROBERT MORALES, District Court Clerk
By ______ Deputy

Exhibit 2

IN THE DISTRICT COURT OF COMAMCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST, Plaintiffs, v. STATE FARM FIRE & CASUALTY COMPANY; and NANCY HOLDOMB INS. AGENCY, INC., Defendants.	))))))))))	Case No. CJ-2025-135

DECLARATION OF ALICIA S. CHAMPAGNE

I, Alicia S. Champagne, hereby certify, under penalty of perjury, that the following is true and correct:

1. I am over the age of 21 years, of sound mind, legally capable of making this Declaration, and have personal knowledge of the facts contained in this Declaration.

2. I am employed as a Senior Review Manager at Consilio LLC. Consilio is a legal services and technology provider. I have held several positions at Consilio and its acquired companies, including reviewer, quality management professional, review associate, and review manager. I have personal knowledge regarding the costs associated with reviewing State Farm data as well as experience preparing cost estimates for State Farm's various managed review projects. From my work for State Farm, I am familiar with the resources and costs associated with reviewing documents produced in the above-referenced case for confidentiality.

3. State Farm engaged Consilio to assist with hosting, processing, reviewing, and producing documents in the above-referenced matter (the "West Engagement").

4. State Farm has also engaged Consilio to assist with hosting, processing, reviewing,

and producing documents in response to court orders in other active Oklahoma cases against State Farm (together with the West Engagement, the "State Farm Engagements"). Consilio is currently hosting well over a **million** documents State Farm has indicated require review for potential production in the State Farm Engagements (on top of the hundreds of thousands of documents Consilio has already reviewed on behalf of State Farm in those cases). These reviews have, collectively, involved over 100 attorneys.

5. I am aware that, on August 20, 2026, the Court issued an order (the "Order") in the above-captioned lawsuit requiring State Farm to review its production and redesignate as "Confidential" documents, or portions of documents, that it has determined in good faith fall with on one of three categories defined in Paragraph 3 of the Protective Order in the above-referenced case.

6. Taking into account documents that are subject to confidentiality provisions contained in settlement agreements and/or protective orders entered by other courts, as referenced in Paragraph 6 of the Court's Order, I have determined that at least 55,913 documents require a re-review to comply with the Court's Order.

7. Based on my experience supervising reviews of State Farm documents, a reasonable review rate for an individual reviewer conducting this type of confidentiality assessment is approximately 35 documents per hour. This estimate takes into account the Court's additional requirement that State Farm identify the applicable category in the Protective Order that applies to each re-designated document. Applying that review rate to the 55,913 documents identified above, State Farm would require approximately 1,598 reviewer hours to complete the re-review. This estimate assumes uninterrupted review time, and it does not account for second-level or quality-control review, escalation of close or disputed confidentiality determinations,

consultations with counsel regarding designation decisions, coordination among reviewers to ensure consistent application of the Court's Order, or other administrative tasks typically required to complete a review of this size and complexity. Accordingly, the actual time required to complete the review would likely exceed the estimate set forth above.

I state under penalty of perjury that the foregoing is true and correct.

September, 3rd 2026 Morrisville, North Carolina	Alicia S. Champagne
(Date and Place)	(Signature)